

Lance R. Broberg (SBN 024103)  
Gianni Pattas (SBN 030999)



SEVENTH FLOOR CAMELBACK ESPLANADE II  
2525 EAST CAMELBACK ROAD  
PHOENIX, ARIZONA 85016-4237  
T: (602) 255-6000 | F: (602) 255-0103  
E: [lrb@tblaw.com](mailto:lrb@tblaw.com) | [gp@tblaw.com](mailto:gp@tblaw.com)  
***Attorneys for Plaintiff***

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Paradise Valley Construction Company, Case No.  
LLC, an Arizona limited liability company,

Plaintiff,

vs.

**COMPLAINT**

Lusso Auto, LLC d/b/a Lusso Auto Spa &  
Design, a Nevada limited liability company;  
FMJNR, LLC, a Nevada limited liability  
company; Jong Min Rhee and Yuki Rhee, a  
married couple,

- Fraud
- Consumer Fraud
- Negligent Representation

Defendants.

Plaintiff Paradise Valley Construction Company, LLC alleges as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Paradise Valley Construction Company, LLC (“Plaintiff”) is an Arizona Limited Liability Company doing business in Maricopa County, Arizona.

2. Defendant Lusso Auto, LLC d/b/a Lusso Auto Spa & Design (“Lusso”) is a Nevada Limited Liability Company doing business in Maricopa County, Arizona.

3. The Officer Information for Lusso on the website of the Nevada Secretary of State identifies Jong Min Rhee as the sole managing member for Lusso.

4. Mr. Rhee’s address is listed as 1125 American Pacific Drive, Suite F, Henderson, Nevada 89074.



1           18. Plaintiff was directed to Defendants.

2           19. Defendant Jong Min Rhee negotiated directly with Plaintiff for the purchase  
3 of the 2022 Dodge Ram 3500.

4           20. After some back and forth, Mr. Rhee provided Plaintiff with a number should  
5 he wish to purchase the vehicle.

6           21. During the discussions, Plaintiff inquired about whether Defendants could  
7 install certain types of wheels, shocks, and a certain level of tint for the windows on the  
8 vehicle.

9           22. Mr. Rhee advised that Defendants could install the wheels, shocks, and tint  
10 the windows.

11           23. On May 6, 2022, Plaintiff purchased a 2022 Black Dodge Ram 3500 with  
12 vehicle identification number (“VIN”) 3C63RRRL1NG189336 (“Dodge Ram”) from  
13 Defendant Lusso.

14           24. Defendant Lusso invoiced Plaintiff \$107,000 to purchase the Dodge Ram  
15 (“Invoice”).

16           25. Defendant Jong Min Rhee told Plaintiff to make payment to Defendant  
17 FMJNR as it was represented that this was the entity that held title in the Dodge Ram

18           26. On May 6, 2022, at Defendants’ direction, Plaintiff brought a cashier’s check  
19 in the amount of \$107,000.00 (“Cashier’s Check”) made payable to “FMNJR LLC” for the  
20 purchase of the Dodge Ram.

21           27. Plaintiff personally brought the Cashier’s Check directly to Defendant  
22 Lusso’s place of business located at 1125 American Pacific Drive, Suite F, Henderson,  
23 Nevada 89074.

24           28. Subsequent to taking possession of the Dodge Ram, Plaintiff discovered that  
25 it was not Defendant FMNJR that held title in the Dodge Ram, but rather “Chrysler  
26 Financial”.

27           29. Plaintiff had subsequent communications via telephone and text message  
28 with the Rhee Defendants.



1 41. Defendants knew the representations were false and they intended on  
2 Plaintiff to rely on same in order to sell the Dodge Ram to Plaintiff.

3 42. Defendants represented that it could provide title to the Dodge Ram to  
4 Plaintiff if Plaintiff purchased the Dodge Ram for \$107,000.00.

5 43. Plaintiff relied on these representations from Defendants and paid \$107,000  
6 in reliance of Defendants representations.

7 44. Plaintiff had the right to rely on Defendants' representations.

8 45. As a result of Defendants' false representations, Plaintiff has been damaged  
9 in an amount to be proven at trial, but not less than \$107,000.00.

10 46. Defendants' conduct was willful, malicious and was carried out with an evil  
11 mind entitling Plaintiff to an award of punitive damages.

12 **COUNT II**  
13 **(Consumer Fraud – All Defendants)**

14 47. Plaintiff incorporates the above allegations as stated herein.

15 48. The Arizona Consumer Fraud Act, A.R.S. §§ 44-1521, *et seq.* creates a  
16 private right of action.

17 49. A.R.S. § 44-1521(5) defines "merchandise" broadly, to include "any objects,  
18 wares, goods, commodities, intangibles, real estate and services.

19 50. A.R.S. § 44-1521(7) defines "sale" broadly, to include "any sale, offer for  
20 sale or attempt to sell any merchandise for any consideration."

21 51. The sale of the Dodge Ram "sale of "merchandise" under A.R.S. § 44-1521.

22 52. Defendants' misrepresentations to Plaintiff were that they could deliver legal  
23 title of the Dodge Ram to Plaintiff.

24 53. Defendants' misrepresentations were done in connection with the sale of  
25 merchandise.

26 54. Defendants' misrepresentations were material because if Defendants had  
27 advised Plaintiff that Defendants did not intend to pay the Loan off for the Dodge Ram  
28

1 then Plaintiff would not have spent \$107,000.00 to purchase the Dodge Ram from  
2 Defendants.

3 55. Defendants' misrepresentations were made with the intent that Plaintiff rely  
4 thereon.

5 56. Plaintiff relied on Defendants' misrepresentations.

6 57. As a result of Defendants' misrepresentations and Plaintiff's reliance  
7 thereon, Plaintiff has substantiated financial losses in an amount to be proven at trial.

8 58. Defendants' fraudulent conduct was gross or motivated by malice and ill  
9 will, thereby entitling Plaintiff to an award of punitive damages.

10 **COUNT III**  
11 **(Negligent Representation – All Defendants)**

12 59. Plaintiff incorporates the above allegations as stated herein.

13 60. Defendants provided incorrect information to Plaintiff leading up to and  
14 during Plaintiff's purchase of the Dodge Ram.

15 61. Defendants intended, or could reasonably foresee, that Plaintiff would rely  
16 on that information.

17 62. Defendants failed to exercise reasonable care in obtaining or communicating  
18 that information.

19 63. Plaintiff relied on the incorrect information provided by Defendants.

20 64. The reliance by Plaintiff was reasonable and justified under the facts and  
21 circumstances.

22 65. Plaintiff has suffered damages as a result of Defendants' conduct in an  
23 amount to be proven at trial.

24 66. Defendants' conduct was and remains willful, malicious, and was carried out  
25 with an evil mind, thereby entitling Plaintiff to an award of punitive damages.

26 **WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

27 A. For actual, direct, incidental, consequential, and compensatory damages in  
28 an amount to be proven at trial but not less than \$107,000.00;

- 1 B. For punitive damages in an amount to be proven at trial;  
2 C. For pre and post judgment interest at the highest rate allowable by law;  
3 D. Plaintiff's reasonable attorneys' fees and costs pursuant to A.R.S. §§ 12-341  
4 and  
5 E. For such other further relief as this Court deems just and proper.

6 RESPECTFULLY SUBMITTED this 3rd day of October, 2023.

7  TIFFANY & BOSCO  
P.A.

8  
9 By: /s/ Gianni Pattas

Lance R. Broberg

Gianni Pattas

Seventh Floor Camelback Esplanade II

2525 East Camelback Road

Phoenix, Arizona 85016-4237

*Attorneys for Plaintiff*

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28